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8	UNITED STATES DISTRICT COURT	
9	CENTRAL DISTRICT OF CALIFORNIA	
10	WESTERN DIVISION	
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12	VALERIE JACKSON, Administrator of the Estate of Henry Jackson,	
14	Plaintiff,	Civil No.
15	VS.	
16 17	RHINO ENTERTAINMENT COMPANY; SANCTUARY RECORDS GROUP LIMITED.	COMPLAINT FOR BREACH OF CONTRACT; DEMAND FOR JURY TRIAL
18	Defendants.	
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Rhino Entertainment Company ("Rhino") is a Delaware corporation with a principal place of business in California. Defendant Sanctuary Records Group Limited ("Sanctuary") is a corporation organized under the laws of England, which does business in California. The matter in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.00. This Court has diversity jurisdiction under 28 U.S.C. § 1332. Venue is proper pursuant to 28 U.S.C. § 1391(a)(1)&(2).

1. Plaintiff Valerie Jackson ("Jackson") is a citizen of the state of Virginia. Defendant

- 2. Jackson is the duly appointed administrator of the Estate of Henry Jackson, who died on November 11, 2014, a domiciliary of the state of New Jersey.
- 3. Henry Jackson was a member of the recording artist known as *Sugarhill Gang*. *Sugarhill Gang* was a party to a written contract with Sylvia, Inc. under which they authored and delivered to Sylvia, Inc. sound recordings in exchange for an ongoing royalty based on Sylvia Inc.'s exploitation thereof ("Artist Agreement"). Mr. Jackson owned an undivided 44.4% share of all artist royalties under said agreement.
- 4. Jackson is the successor in interest to the rights of Henry Jackson in the Artist Agreement. By an agreement dated May 31, 1995 Rhino and Castle Copyrights, Ltd. ("Castle") became the successors in interest to the rights of Sylvia, Inc. in the Artist Agreement. In said agreement Rhino and Castle jointly and severally assumed the obligation to account to Jackson under the Artist Agreement. Sanctuary is the successor to Castle.

FIRST CLAIM FOR RELIEF

[BREACH OF CONTRACT]

- 5. Plaintiff incorporates paragraphs 1 through 4 from above.
- 6. Within six years last past, Rhino and Sanctuary have earned income from the exploitation of Sugarhill Gang recordings, but have failed to pay to Jackson for Hank Jackson's rightful royalties thereon as required by the Artist Agreement. Additionally, Sanctuary has waived in writing the statute of limitations for Henry Jackson's claims from

December 29, 2005 onwards. 1 7. Jackson and Henry Jackson have performed all obligations required of them 2 under the Artist Agreement. 3 8. As a direct and proximate result of Rhino's and Sanctuary's actions Jackson 4 has been damaged in a sum in excess of \$75,000.00 as lost contractual royalty income. 5 WHEREFORE, Plaintiff prays judgment against Defendants, jointly and 6 severally as follows: 7 1. For damages in excess of \$75,000.00, including prejudgment interest; 8 2. For costs of suit; 9 For such other relief as the Court may deem just; 3. 10 4. Plaintiff demands a trial by jury 11 Dated: March 11, 2016 12 Respectfully submitted, 13 /S/ 14 STEVEN AMES BROWN, 15 Attorney for Plaintiff 16 17 18 19 20 21 22 23 24 25 26